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as attorney, to sell the watch to the plaintiff in payment of his fees. *Davis v. Ferrin* (Me.), 53 Atl. 1006.

The court expressly declined to consider the question of the attorney's rights as a lien claimant, stating that the record did not present the question. The decision went off upon the scope of the attorney's employment, the following propositions from 4 Cycl. Law & Proc. 943, 944, being approved:

"Ordinarily, there is no implied power vested in an attorney to bind his client by contract, and a general retainer does not authorize an attorney to bid and purchase for his client, or to enter into an agreement regarding his client's property. Without express instructions, an attorney is not authorized to dispose of his client's money in any other way than by turning it over to the client. The attorney has no greater power to deal with the property of his client other than money, and it has been held that he cannot sell or assign the claim of his client. It has also been held that he cannot sell or assign a note put into his hands for collection."

BILLS AND NOTES — CORPORATIONS — OFFICERS — AUTHORITY — NOTICE. — While the power of an agent to draw and endorse negotiable instruments, should as a general rule, be expressly conferred, yet in some cases it is necessarily implied from the duties to be performed. The implication of such power arises where the act falls under the customs and usages of business within the officer's sphere of duty. Thus drafts accepted by the treasurer of a corporation are presumed to be properly accepted by the corporation, there being no circumstances to indicate fraud or illegality. *Black v. Bank* (Md.), 54 Atl. 88. Citing *Credit Co. v. Howe Machine Co.*, 54 Conn. 357, 1 Am. St. Rep. 123; 1 Daniel Neg. Inst., sec. 396.

It was further held in the same case that notice given to a director of a corporation privately, or which he acquires from rumor or through channels open alike to all, and which he does not communicate to his associates of the board, will not bind the corporation—where the director had no personal part in the transaction to be affected by the notice. The court says that this is the settled law in Maryland, "however it may be elsewhere." There seems, however, to be a large preponderance of authority "elsewhere" to the same effect. See *Innerarity v. Bank*, 139 Mass. 332, 52 Am. Rep. 710; *Shaw v. Clark*, 49 Mich. 384, 43 Am. Rep. 474; *Bank v. Tinsley*, 11 Mo. App. 498; *Cusco Nat. Bank v. Clark*, 139 N. Y. 307, 36 Am. St. Rep. 705; *Custer v. Bank*, 9 Pa. St. 27.

UNITED STATES REVENUE LAWS—SMUGGLED GOODS—FORFEITURE—RIGHT OF VENDOR TO RECLAIM GOODS OBTAINED.—A vendor of goods obtained from him by fraud has, as a general rule, the right to disaffirm the sale and reclaim the goods, but he cannot assert this right against the United States when the vendee has attempted to smuggle them into this country in violation of its revenue laws. 581 *Diamonds v. U. S.* (C. C. A. 6th Cir.), 119 Fed. 556.

Per Day, Circuit Judge:

"The statute (Act June 10, 1890, 1 Supp. Rev. St. p. 749), is plain and clear in visiting the penalty of forfeiture upon the owner and his importer, consignee, or agent. Are we at liberty to so modify the statute as to qualify this right by reading into it an exemption of property, which, though fraudulently imported by the owner, is in such situation as to title that, because of the fraud of the owner,